Government of the Republic of Serbia	"Infrastructure of Serbian Railways" JSC	Joint Venture of China Railway International Co.Ltd & China Communications Construction Company Ltd

„Инфраструктура железнице Србије" а.д.
Бр. 1/2023-1/8001
06.10.2023 год.
БЕОГРАД, Немањина број 6

CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA
Br/No. JV-NSSB-2023-01
Datum/Date 06.10.2023

НАРОДНА СКУПШТИНА СРБИЈА
05 340-00-9166/2023-1
06 ОКТ 2023 год.

ANNEX 3

TO THE COMMERCIAL CONTRACT ON MODERNIZATION AND RECONSTRUCTION OF HUNGARIAN-SERBIAN RAILWAY CONNECTION IN THE TERRITORY OF THE REPUBLIC OF SERBIA FOR SECTION NOVI SAD – SUBOTICA – STATE BORDER (KELEBIJA)

October, 2023

ANNEX 3

TO THE COMMERCIAL CONTRACT ON MODERNIZATION AND RECONSTRUCTION OF HUNGARIAN-SERBIAN RAILWAY CONNECTION IN THE TERRITORY OF THE REPUBLIC OF SERBIA FOR SECTION NOVI SAD – SUBOTICA – STATE BORDER (KELEBIJA)

Concluded in Belgrade, on October 6th, 2023,

Between the Contracting Parties:

1. Government of the Republic of Serbia, Belgrade, Nemanjina 11, represented by Mr. Mr. Goran Vesić, the Minister of Construction, Transport and Infrastructure (hereinafter referred to as: Financier),

2. Joint Stock Company for Public Railway Infrastructure Management "Infrastructure of Serbian Railways" (Akcionarsko društvo za upravljanje javnom železničkom infrastrukturom "Infrastruktura železnice Srbije"), Belgrade, Nemanjina 6, registration No 21127094, tax identification 109108420, registered with the Business Entities Agency in Belgrade, represented by Mr. Nebojša Šurlan PhD, Acting Director General (hereinafter referred to as: Investor),
and

3. Joint Venture of China Railway International Co. Ltd & China Communications Construction Company Ltd, respectively registered at the Business Register Agency of the People's Republic of China, respectively with the number 91110000071784557XG/100000000040563, with the license to perform business activities in the area of performance of construction works abroad under number 1100201500025/1100200500320, represented by Mr. Ju Guojiang the Legal Representatives of China Railway International Co.Ltd / Mr. Wang Tongzhou the Chairmen of the Company Boards of China Communications Construction Company Ltd (hereinafter referred to as: Contractor).

Hereinafter collectively referred to as: Contracting Parties.

INTRODUCTORY PROVISIONS:

- on July 7th, 2018, the Commercial Contract on modernization and reconstruction of Hungarian-Serbian railway connection in the territory of the Republic of Serbia for section Novi Sad – Subotica – State Border (Kelebia), was concluded between the Government of the Republic of Serbia, as the Financier, "Serbian Railway Infrastructure" JSC, as an Investor, and Joint Venture of companies "China Railway International Co. Ltd." and "China Communications Construction Company Ltd.", as the Contractor, which is registered with "Serbian Railway Infrastructure" under number 1/2018-1950 (hereinafter: Commercial Contract);

- on June 25th, 2021, Annex 1 to the Commercial Contract on modernization and reconstruction of Hungarian-Serbian railway connection in the territory of the Republic of Serbia for section Novi Sad – Subotica – State Border (Kelebia) was concluded, which is registered with "Serbian Railway Infrastructure" under number 1/2021-1550/385/1. The subject of this Annex 1 is the Table of Prices in accordance with Article 6 of the Commercial Contract;

- on December 9th, 2022, Annex 2 to the Commercial Contract on modernization and reconstruction of Hungarian-Serbian railway connection in the territory of the Republic of

Serbia for section Novi Sad – Subotica – State Border (Kelebia) was concluded, which is registered with "Serbian Railway Infrastructure" under number 1/2022-1/1204/1. The subject of this Annex 2 is the subsequent works for the Novi Sad station;

- on October 24th, 2022, by letter No.NAD-NSSB-JV-CRIC-CCCC-0457, the Engineer's Decision on acceptance of Contractor's request for Subsequent Works was issued in accordance with Article 9 of the Commercial Contract;

- on October 25th, 2022, based on the Engineer's decision No.NAD-NSSB-JV-CRIC-CCCC-0457, the Agreement No.1 to the Commercial Contract was concluded, which is registered with "Serbian Railway Infrastructure" under number 1/2022-1/1090 (hereinafter: Agreement 1);

- on October 3rd , 2023, by letter No. NAD-NSSB-JV-CRIC-CCCC-1690, the Engineer's Decision on acceptance of Contractor's applications for variations was issued in accordance with Article 9 of the Commercial Contract;

- on October 4th , 2023, the Decision of the Assembly of "Serbian Railway Infrastructure" a.d. Belgrade, number 5/2023-497-198 on the conclusion of Annex 3 according to the Agreement 1 and Decisionc of the Engineer No. NAD-NSSB-JV CRIC-CCCC-0457 and No. NAD-NSSB-JV CRIC-CCCC-1690;

- on October 5th 2023, by the Conclusion of the Government of the Republic of Serbia 05 Number: 340-9166/2023 consent was given to the text of the draft of this Annex 3;

- The Law on the Budget of the Republic of Serbia for 2023 ("Official Gazette of the RS", No. 138/2022 and 75/2023) provides the funds in the Budget in the amount of RSD 3.137.276.000 within Section 22 - Ministry of Construction, Transport and Infrastructure, Program 0702 - Implementation of infrastructure projects of importance to the Republic of Serbia, Function 450 - Traffic, Project 5015 - Hungarian-Serbian Railway - Project, Economic Classification 511 - Buildings and structures.

WITH THIS ANNEX 3, THE CONTRACTING PARTIES

agree on the following:

Article 1.

The subject of this Annex 3 of the Commercial Contract is Subsequent works and Variations approved by Engineer's Decision No. NAD-NSSB-JV-CRIC-CCCC-0457 dated October 24th, 2022 and No. NAD-NSSB-JV-CRIC-CCCC-1690 dated October 3rd, 2023 (hereinafter Engineer's Decisions), which are Appendix 1 of this Annex 3, and also been approved by Investor and Financier.

The Contracting Parties mutually determined the scope of this Annex 3, which are some items of the approved Subsequent works/Variations listed in the Engineer's Decisions, and detailed given in the Table of Price of Annex 3 (*Appendix 2*). The Contracting Parties agree that the Annex or Annexes of the Commercial Contract for the other items of the Engineer's Decisions shall be signed immediately after the National Assembly of the Republic of Serbia enrolls the Budget for those works.

The Appendixes are the integral part of this Annex 3.

Article 2.

Payment for Annex 3 shall be made in accordance with the Table of Price of this Annex 3.

The total amount of this Annex 3 is **28.137.000,91 USD**, which shall be borne by the Investor and Financier and shall be paid to the Contractor.

Payment is made on the basis of the interim payment certificate, from the budget, according to the procedure that also applies to the payment for basic works, after the work performed which is certified by the Engineer and approved by the Investor and the Financier.

The Contracting Parties agree that the measurement sheets signed by the Supervisor under the Agreement No.1 shall be used as valid and approved measurement sheets for the correspond works in the Table of Price of this Annex 3.

According to the Article 2 of the Agreement No.1, the amount of works under Agreement No.1, that are presented in the Table of Price of Annex 3, shall not subjected to the maximum changed level (10%) of the Accepted Contract Amount.

The signing of this Annex shall not have any effect on both party's right under Article 5 of the Commercial Contract.

Article 3.

The Contractor shall, within 28 days after Annex 3 comes into force, submit the Performance Guarantee to the Financier in the amount of 10% of the total amount of Annex 3. Validity period of this Guarantee shall be the same as validity period of Performance Guarantee for the Works under the Commercial Contract.

Article 4.

Provisions of the Commercial Contract, Annex 1, Annex 2, and other Articles of this Annex 3 shall not apply to the works under chapter 4 of Annex 3 Table of Price, named Other Works.

The obligations of the Financier and Investor, and the Contractor about the Other Works is defined in this Article. This Article is only applied to the Other Works and shall not applied to the other works in this Annex 3, and the works under the Commercial Contract and its Annexes.

If this Article is deemed to be annulled, invalid or unenforceable according to the consent of both parties and the related Serbian Law, this clause shall be deemed separable and shall not affect the validity of the Commercial Contract, other Annexes of the Commercial Contract and the remaining Articles of this Annex 3.

The performance of the Other Works shall not prolong the Defect Notification Period and Warranty Period of the works under the Commercial Contract, its other Annexes and other works in this Annex 3.

The performance of the Other Works shall not have any impact on issuing the Taking-Over Certificate and Performance Certificate and shall not prolong the Financier and the Investor's releasing Contractor's Performance guarantee and other bank guarantee for the works under the Commercial Contract and its other Annexes and Other works in this Annex 3.

The performance of the Other Works shall not have any impact on the payment of retention money of the works under the Commercial Contract and its other Annexes and Other works in this Annex 3.

In accordance with the Engineer's Decision No. NAD-NSSB-JV-CRIC-CCCC-1690, the total

amount of this Other Works is **4,791,018.56 USD**, which shall be borne by the Investor and Financier and shall be paid to the Contractor. If the actual cost of implementing the Other Works exceeds this price, the Financier and Investor shall bear the excess cost for whatever reason.

The Contractor shall not prepare a Measurement Sheets for Other Works. The Engineer and/or Expert Supervisor shall certify these Other Works within Interim Payment Certificate by signing Overview Table on the basis of relevant documents.

The Contractor shall engage Subcontractors nominated by the Financier and/or Investor, to perform the Other Works. The Contractor shall sign the Subcontracts with nominated Subcontractors as per Instruction from Financier and/or Investor.

The Financier and the Investor shall manage all activities of Subcontractors of the Other Works.

The Financier and the Investor shall be responsible for the organization, coordination, quality control and safe confirmation of the Other Works, while the Contractor is only responsible for obligation of prompt payment to the nominated Subcontractors of the Other Works. The Contractor shall not be responsible for the defects of these Other Works.

The Financier and the Investor agree to bear all the Contractor's responsibility under the further Subcontract with the Subcontractors, except the responsibility of payment to Subcontractors.

The Contractor shall be deemed to have fulfilled his all obligation for the Other Works once he fulfilled his obligations of prompt payment to the Subcontractors. The Contractor shall have the right to refuse to perform the corresponding payment obligations to the Subcontractor until the Investor and the Financier have paid the Contractor.

If the Contractor is faced with any claims except for untimely payment to nominated Subcontractors, the Financier and the Investor shall reimburse all the losses and expenses incurred by the Contractor (including legal costs), and the Contractor has no responsibility to mitigate such losses or expenses.

The Investor and the Financier shall have no right to claim Contractor for any issues regarding the Other Works.

Any additional cost incurred in further Subcontract with the Subcontractors, shall be approved and borne by the Financier and Investor. The Financier and the Investor shall reimburse the Contractor for any additional costs and/or expenses caused by Financier and the Investor or the Subcontractors.

Once the Performance guarantee for Other Works of this Annex 3 is expired, the Financier and the Investor shall release it and return it to the Contractor, regardless of whether the Other Works are completed or not.

In case that the Other Works are not completed after 1 year counting from the signing of Annex 3, the Contractor shall have the right to terminate the Subcontracts for Other Works with the nominated Subcontractors. The Financier and the Investor have no right to claim for Contractor's termination and shall bear any cost caused by Contractor's termination to the Subcontractors.

If the award of the Other Works is found to be in violation of Serbian law, the Contractor shall have the right to terminate this Article and terminate the Subcontract with the Subcontractor. The Financier and the Investor shall compensate the Contractor for all losses that may be suffered in this case, including but not limited to the Subcontractor's claim, the Contractor's possible penalties, legal expenses, etc.

Article 5.

The words and expressions in this Annex 3 have the same meaning given to them in the Commercial Contract.

All terms and conditions of the Commercial Contract, Annex 1 and Annex 2 not amended by this

Annex 3 shall remain in force.

Article 6.

Annex 3 of the Commercial Agreement enters into force on the day of conclusion of this annex and becomes an integral part of the Commercial Agreement.

This Annex 3 is made in Serbian and English in nine (9) identical copies, of which three (3) for the Financier, three (3) for the Investor and three (3) for the Contractor. In the event of a dispute, the valid version of Annex 3 of the Commercial Contract is the English language version.

GOVERNMENT OF THE REPUBLIC OF SERBIA

(Goran Vesić, Minister of Construction, Transport and Infrastructure)

"INFRASTRUCTURE OF SERBIAN RAILWAYS" JSC

(Nebojša Šurlan, Acting Director General)

CONTRACTOR

China Railway International Co. Ltd.

(Ju Guojiang, Legal Representative)

China Communications Construction Company. Ltd.

(Wang Tongzhou, Chairman)

Head office of CRIC-CCCC Joint Venture
Omladinskih brigada 21
11070 Beograd

INFRASTRUKTURA ŽELEZNICE SRBIJE A.D
Nemanjina 6
Republika Srbija
Slobodanka Katanić, menadžer za razvoj i investicije

Ministarstvo građevinarstva, saobraćaja i infrastrukture
Nemanjina 22-26, 11000 Beograd
Republika Srbija
Anita Dimovski, pomoćnica ministra za železnice i intermodalni transport

Br: NAD-NSSB-JV-CRIC-CCCC-0457
Datum: 24.10.2022.

Projekat: Pružanje usluga stručnog nadzora nad izvođenjem radova na rekonstrukciji i modernizaciji železničke pruge Novi Sad-Subotica-državna granica

Project: Supervision Services of Reconstruction and Modernization of the railway line Novi Sad – Subotica – State border

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Engineer's Final Decision on Acceptance of the Contractor's Application for Subsequent Works sent by letter No. HDJV-NSSB-CON-IZS-2021-0005
(For the first 16 items)

1. According to the *Minutes of Meeting on negotiations regarding the conclusion of the Commercial Contract* signed by the Contracting parties on April 16th, 2018, the Contracting parties agree that the Accepted Contract Value is determined based on the data from the Draft Preliminary Design.

   On July 26th, 2021, by the letter No. HDJV-NSSB-CON-IZS-2021-0005, the Contractor submitted to Financer and Investor the variation request for the works beyond the scope of works defined in Draft Preliminary Design.

   By the letter No. 340-01-00520/2019-04-23 dated July 30th, 2021, the Financier confirmed that the scope of works increased after signing the Contract, and that the assessment of the Contractor's request for Subsequent Works would commence when the Investor and Financier engage an external Engineer on the Project.

2. By the letter No. HDJV-NSSB-CON-IZS-2022-0006 dated February 24th, 2022, the Contractor submitted to the Engineer the request for the commencement of Subsequent Works evaluation.

   During the evaluation of the Contractor's variation request by the Engineer and Supervision, the Engineer, Supervision and Contractor exchanged the opinions in the meeting discussions, via e-mails and letters. Based on comments by Engineer and Supervision, the Contractor made certain adjustments to the offer and provided additional clarifications.

After the Engineer presented its opinion regarding the Subsequent Works to Contracting Parties, the Contracting Parties held a meeting on September 14th, 2022 to reach the final agreement on this matter. During this negotiation meeting, the Contracting parties successfully reached the agreement on 16 out of 22 Items of Contractor's request for Subsequent Works. The Contracting parties also agreed to discuss the remaining 6 Items later. The Contractor was required to submit the updated offer in the amount agreed on the meeting, further clarifications presented in the meeting, and a written confirmation that relevant funds would be received in 2024.

3. After the meeting held on September 14th, 2022, the Contractor submitted relevant documents according to the meeting conclusion. By the letter No. HDJV-NSSB-CON-IZS-2022-0097, the Contractor officially decreased the amount of the offer referring to the 16 items concerned to the amount agreed by both Contracting parties, and officially confirmed that it agreed for the financier to release the funds for these 16 items in 2024.

   Given that the Contracting parties reached the agreement on 16 Items of the Contractor's request for Subsequent Works pursuant to the Article 99 of the Commercial Contract, pursuant to the Article 9, paragraph 8 of the Commercial Contract, the Engineer hereby submits the following:

Engineer's Final Decision on the Acceptance Contractor's Application for Subsequent Works sent by the letter No. HDJV-NSSB-CON-IZS-2021-0005 (for the first 16 items)

The subject matter of this decision is the 16 items of Subsequent Works mutually agreed by the Contracting parties. The acceptance of these 16 items of Subsequent Works is as follow:

No.	Description	Contractor's initial request [USD] (1)	Approved Amount [USD] (2)	Deduction [USD] (3)=(1)-(2)
1	Reconstruction of Underpass Kisačka street, at km 76+601.02	3.717.926	3.486.283	231.643
2	Reconstruction of Existing Bridge at km 0+796.33	13.496.907	13.137.244	359.663
3	Construction of Pedestrian-cycling subway at km 89+984.34	1.079.564	1.079.564	0
4	Construction of Overpass at km 95+739.56	2.807.131	2.010.283	796.848
5	Branch lines to Sombor and Baja	3.169.508	1.544.384	1.625.124
6	Construction of Underpass in U-shaped structure on line Subotica - Sombor	35.726.145	24.726.145	11.000.000
7	Automatic block in reversed direction	7.179.394	7.796.689	-617.295
8	Reconstruction of Underpass Partizanska street, at km 77+807.99	4.071.885	3.733.384	338.501
9	Reconstruction of underpass at km 174+928.10	868.059	278.964	589.095
10	Reconstruction of underpass at km 176+274.62	8.102.181	8.021.980	80.201
11	The bridge for animals	Postponed to later Decision		

12	Increasing of area for the Overpass	29.000.546	23.000.825	5.999.721
13	Viaduct at km 131+830.64	21.206.310	15.081.254	6.125.056
14	Calculations for the required sound level and Radio systems.	2.958.671	2.675.236	283.435
15	The value of the coefficient α for classified loads due to railway traffic (model LM71)	Postponed to later Decision		
16	Structural adjustment of steel truss girder of Vrbas Bridge	Postponed to later Decision		
17	Operation method of Disconnector of OCS Power-taking device	1.873.036	1.320.019	553.017
18	Protective measurement on bridges for train derail	1.792.063	1.719.281	72.782
19	Protection below 110kv electrical line	Postponed to later Decision		
20	Relocation and protection of existing hydraulic installations	Postponed to later Decision		
21	Increase quantity of relocation and protection of telecommunications network	Postponed to later Decision		
22	Increase switches at Subotica Station	3.683.833	2.387.507	1.296.326
TOTAL		140.733.159	111.999.042	28.734.117

The amount of Contractor's initial offer for these 16 items is **140.733.159 USD.** The total amount of approved Subsequent Works in this Decision is **111.999.042 USD.** The value of Approved Subsequent Works is decreased for **28.734.117 USD** compared to the Contractor's initial request.

For the items No.11, No.15, No.16, No.19~No.21, the Contracting parties agree that these items will be discussed later. These items will be subject to later Engineer's Decision after the Contracting parties reach an agreement thereto.

The letters exchanged between the Engineer and the Contractor regarding each item during the negotiation period are listed in the Table given as the Attachment 1. All the letters mentioned in this Decision and letters mentioned in the Attachment 1 to this Decision constitute the integral part of this Decision.

Pursuant to the Financier´s and Investor´s approval delivered in the letter No. 401-00-01138/2022-04-13 dated October 20th, 2022, this Engineer's Decision has become final.

Attachment 1 – Financier's and Investor's approval on Draft Engineer's Decision on Acceptance of the Contractor's Application for Subsequent Works

Odluka Inženjera o prihvatanju zahteva Izvođača za naknadnim radovima poslatog dopisom HDJV-NSSB-CON-IZS-2021-0005
(za prvih 16 stavki)

1. U skladu sa *Zapisnikom sa sastanka povodom pregovora o zaključenju Komercijalnog ugovora,* potpisanog od strane Ugovornih strana 16. aprila 2018. godine, Ugovorne strane su se saglasila da je Ugovorom prihvaćena cena zaključena na osnovu podataka iz Nacrta Idejnog Projekta.

   Dana 26. jula 2021. godine dopisom br. No. HDJV-NSSB-CON-IZS-2021-0005 Izvođač je podneo Finansijeru i Investitoru zahtev za varijacijom za radove koji su van obima definisanog Nacrtom Idejnog Projekta.

   Dopisom br. 340-01-00520/2019-04-23 od 30. jula 2021. godine, Finansijer je potvrdio da je nakon potpisivanja Ugovora došlo do uvećanja obima radova, i da će ocenjivanje Izvođačevih zahteva za naknadnim radovima početi kada Investitor i Finansijer angažuju eksterni Nadzor na Projektu.

2. Dopisom br. HDJV-NSSB-CON-IZS-2022-0006 od 24. februara 2022. godine, Izvođač je dostavio Inženjeru zahtev da započne sa evaluacijom Naknadnih radova.

   Tokom evaluacije Izvođačevih zahteva za varijacijama od strane Inženjera i Nadzora, Inženjer, Nadzor i Izvođač su razmenjivali mišljenja kroz razgovore na sastancima, kroz mejlove i dopise. Na osnovu komentara Inženjera i Nadzora, Izvođač je sproveo određenja prilagođavanja svojih ponuda i dao je dodatna pojašnjenja.

   Nakon što je Inženjer Ugovornim stranama prezentovao svoje mišljenje o Naknadnim radovima, Ugovorne strane su 14. septembra 2022. godine održale sastanak u cilju postizanja konačnog dogovora po ovom pitanju. Tokom ovog pregovaračkog sastanka, Ugovorne strane su uspešno postigle dogovor o 16 od 22 stavke Izvođačevih zahteva za Naknadnom radovima. Ugovorne strane su se takođe saglasile da će se o preostalih 6 stavki diskutovati naknadno. Od Izvođača se zahtevalo da dostavi ažurirane ponude na iznose koji su dogovoreni na sastanku, da dostavi dodatna obrazloženja koje je prezentovao na sastanku, kao i da dostavi potvrdu u pisanoj formi da će ova sredstva dobiti u 2024. godini.

3. Nakon sastanka održanog 14. septembra 2022. godine, Izvođač je dostavio dokumentaciju u skladu sa zaključcima sa sastanka. Dopisom br. HDJV-NSSB-CON-IZS-2022-0097, Izvođač je zvanično smanjio svoju ponudu za 16 stavki na iznos koji je dogovoren između obeju strana, i zvanično je potvrdio da je saglasan da će Finansijer osloboditi sredstva za ovih 16 stavki u 2024. godini.

   Imajući u vidu da su Ugovorne strane postigle dogovor o 16 stavki Izvođačevog zahteva za Naknadnim radovima na osnovu Člana 99 Komercijalnog Ugovora. U skladu sa stavom 8 člana 9 Komercijalnog ugovora, Inženjer podnosi:

Odluka Inženjera o prihvatanju zahteva Izvođača za naknadnim radovima poslatog dopisom HDJV-NSSB-CON-IZS-2021-0005 (za prvih 16 stavki)

Predmet ove odluke su 16 stavki Naknadnih radova koje su zajednički dogovorene između Ugovornih strana. Prihvatanje ovih 16 stavki je kao što sledi:

Br.	Opis	Prvobitni zahtev Izvođača [USD] (1)	Odobreni iznos [USD] (2)	Umanjenje [USD] (3)=(1)-(2)
1	Rekonstrukcija podvožnjaka u Kisačkoj, u km. 76+601,02	3.717.926	3.486.283	231.643
2	Rekonstrukcija postojećeg mosta u km. 0+796,33	13.496.907	13.137.244	359.663
3	Izgradnja pešačko-biciklističkog pothodnika u km. 89+984,34	1.079.564	1.079.564	0
4	Izgradnja nadvožnjaka u km. 95+739,56	2.807.131	2.010.283	796.848
5	Odvojni koloseci ka Somboru i Baji	3.169.508	1.544.384	1.625.124
6	Izgradnja podvožnjaka U-konstrukcije na liniji Subotica - Sombor	35.726.145	24.726.145	11.000.000
7	Automatski blok u obrnutom smeru	7.179.394	7.796.689	-617.295
8	Rekonstrukcija podvožnjaka u Partizanskoj ulici u km. 77+807,99	4.071.885	3.733.384	338.501
9	Rekonstrukcija podvožnjaka u km. 174+928,10	868.059	278.964	589.095
10	Rekonstrukcija podvožnjaka u km. 176+274,62	8.102.181	8.021.980	80.201
11	Most za životinje	Odloženo za kasniju odluku		
12	Povećanje površine za Nadvožnjake	29.000.546	23.000.825	5.999.721
13	Vijadukt u km. 131+830,64	21.206.310	15.081.254	6.125.056
14	Proračuni za potreban nivo zvuka i radio sisteme	2.958.671	2.675.236	283.435
15	Vrednost koeficijenta α za klasifikovana opterećenja zbog železničkog saobraćaja (model LM71)	Odloženo za kasniju odluku		
16	Konstrukcijsko podešavanje čeličnog nosača mosta u Vrbasu	Odloženo za kasniju odluku		
17	Način rada rastavljača rastavljača stubnih trafo-stranica KM-a	1.873.036	1.320.019	553.017
18	Mere zaštite na mostovima za ispadanje iz šina	1.792.063	1.719.281	72.782
19	Izmeštanje dalekovoda napona ispod 110 kV	Odloženo za kasniju odluku		
20	Izmeštanje i zaštita postojećih hidrauličnih instalacija	Odloženo za kasniju odluku		
21	Uvećanje količine izmeštanja i zaštite telekomunikacione mreže	Odloženo za kasniju odluku		
22	Povećanje broja skretnica u stanici Subotica	3.683.833	2.387.507	1.296.326
UKUPNO		**140.733.159**	**111.999.042**	**28.734.117**

Iznos iz prvobitnih ponuda Izvođača za ovih 16 stavki je **140.733.159 USD**. Ukupni odobreni iznos za Naknadne radove u ovoj Odluci je **111.999.042 USD**. Odobreni Naknadni radovi su umanjeni za **28.734.117 USD** u odnosu na prvobitni zahtev Izvođača.

Za pozicije br. 11, 15, 16, 19 ~ 21, Ugovorne strane su se dogovorile da će se o njima razgovarati naknadno. Ove stavke će biti predmet kasnije Odluke Inženjera a nakon što Ugovorne strane postignu dogovor o njima.

Pisma razmenjena između Inženjera i Izvođača tokom pregovora za svaku od stavki su detaljno prikazana u Tabeli koje je Prilog 1 ovoj Odluci. Sva pisma pomenuta u ovoj Odluci i pisma pomenuta u Prilogu 1 ove Odluke predstavljaju sastavni deo ove odluke.

U skladu sa saglasnošću Finansijera i Investitora, dostavljenom dopisom br. 401-00-01138/2022-04-13 od 20.10.2022. godine, ova Odluka Inženjera je postala konačna.

Prilog 1 – Saglasnost Finansijera i Investitora na Nacrt odluke Inženjera o prihvatanju zahteva Izvođača za naknadnim radovima

S poštovanjem/Regards:

Rukovodilac stručnog nadzora/Team Leader
Dragan Gligorov

Head office of CRIC-CCCC Joint Venture
Vladete Kovačevića 8
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INFRASTRUKTURA ŽELEZNICE SRBIJE A.D
Nemanjina 6
Republika Srbija
Slobodanka Katanić, menadžer za razvoj i investicije

Ministarstvo građevinarstva, saobraćaja i infrastrukture
Nemanjina 22-26, 11000 Beograd
Republika Srbija
Anita Dimovski, pomoćnica ministra za železnice i intermodalni transport

Br: NAD-NSSB-JV-CRIC-CCCC-1690
Datum: 03.10.2023.

Projekat: Pružanje usluga stručnog nadzora nad izvođenjem radova na rekonstrukciji i modernizaciji železničke pruge Novi Sad-Subotica-državna granica

Project: Supervision Services of Reconstruction and Modernization of the railway line Novi Sad – Subotica – State border

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Engineer's Decision on Acceptance Contractor's Application for Variations

1. On October 24, 2022, the Engineer has made the Decision on Contractor's application for subsequent works by the letter No. NAD-NSSB-JV-CRIC-CCCC-0457. Based on this Decision the Contracting Parties signed Agreement No. 1. In that Decision, some of the Contractor's Variation applications were decided to be postponed to later Decision.

2. After the issuing of the above-mentioned Decision, the Contractor has submitted 35 Variation applications. Four out of these 35 Variation applications have been approved by Engineer's decision No. NAD-NSSB-JV-CRIC-CCCC-0545 dated December 11, 2022, and have been included in Annex 2 to the Commercial Contract. The remaining 31 Variation applications were caused by the following reasons:

   Type 1, Changes of Investor/Financier's request, including (1) additional requests from Location Conditions issued by Holders of Public Authorizations and accepted by Investor/ Financier, (2) changes of Investor's requests in Preliminary Design compare to the Draft Preliminary Design, (3) Investor/Financier's additional requests.

   Type 2, Engineer's instructions.

   Type 3, Contractor's proposals.

3. During the Engineer's and Supervisor's evaluation of the Contractor's Variation proposals, the Engineer, Supervisor and Contractor exchange the opinions by meeting discussions, e-mails and letters. Based on the comments of Engineer and Supervisor, the Contractor has made certain adjustments on his offers and provided additional clarifications.

After the Engineer presented his opinion on the Subsequent Works to Contracting Parties, the Contracting Parties successfully reach the agreement on 20 out of 31 Items of Contractor's request for Variations. The Contracting parties also agreed that the remaining 11 Items will be discussed later, and will be a subject of next Engineer's decision.

Given that the Contracting Parties reached the agreement on Contractor's request for Subsequent Works according to Paragraph 8, Article 9 of the Commercial Contract

"If any of the Articles of the Contract stipulates that the Expert Supervision (Engineer) should act to achieve the consent between the Contacting Parties or to make a decision regarding any question, Engineer will consult Contracting parties in order to reach the agreement."

the Engineer makes the:

Engineer's Decision on Acceptance Contractor's Application for Variations

The subject of this decision is the 20 items of Variations which have been mutually agreed by the Contracting parties. The acceptance of these 20 Variations is as follow:

No	Variation No.	Variation Basis	Variation Content	Approved Amount (USD)
1	Variation No.4a	Engineer's instruction	Changed construction technology for 7 bridges: K160+094, K163+566, K170+834, K172+193, K179+395, K180+970, K184+258	Variation approved, no adjustment of the Contract price
2	Variation No.5	Changes of Investor's request in Preliminary Design compare to the Draft Preliminary Design	Natural gas pipeline relocation in Novi Sad and Vrbas	Postponed to later Decision
3	Variation No.6	Investor/Financier's requirements	Variation application for secondary repeated decoration of the Wing A of Novi Sad station	Postponed to later Decision
4	Variation No.7	Contractor's proposal according to Article 22 of the Contract	Additional water supply pipeline relocation at km174+515	115,923.75
5	Variation No.8	Investor/Financier's requirements and Engineer's instruction	Signal control device relocation at Novi Sad station	19,682.00
6	Variation No.9	Request from local authority and accepted by Investor/Financier	Construct the pedestrian bridge of Km176+274 Maksima Gorkog Street.	323,009.57
7	Variation No.10	Request from Holders of Public Authorizations and accepted by Investor/Financier, Contractor's proposal according to Article 22 of the Contract	Relocation of Telecommunication installations	Postponed to later Decision
8	Variation No.11	Investor/Financier's requirements	Secondary transport and storage of dismantled rail sleepers in Zednik railway station.	81,856.00

9	Variation No.12	Contractor's proposal according to Article 63 of the Contract	Subsoil treatment for section K160+094 - K167+800 and K176+650 - K176+775	Postponed to later Decision
10	Variation No.13	Investor/Financier's requirements and Engineer's instruction	Power supply of the Subotica - Horgos railway line	1,925,460.00
11	Variation No.14	Investor/Financier's requirements	Replacement of doors in A wing of the Novi Sad station building	Postponed to later Decision
12	Variation No.15	Investor/Financier's requirements	Certification of Overhead Contact System (OCS) for using 1950mm wide electric pantograph.	Investor cancel the request
13	Variation No.16a	Changes of Investor's request in Preliminary Design compare to the Draft Preliminary Design	Overpasses for animals - structure works	3,411,254.06
14	Variation No.16b	Changes of Investor's request in Preliminary Design compare to the Draft Preliminary Design	Overpasses for animals - landscaping works	269,819.44
15	Variation No.17	Request from Holders of Public Authorizations and accepted by Investor/Financier	Additional works related to culverts	2,031,337.73
16	Variation No.18	Investor/Financier's requirements	Geodetic Works	1,386,122.52
17	Variation No.19	Investor/Financier's requirements	Replacement of the stone floor in Area B of Novi Sad Station	254,165.60
18	Variation No.20	Investor/Financier's requirements	Steel structure of the glass facade support in Novi Sad Station	Postponed to later Decision
19	Variation No.21	Request from Republic Committee for review of Preliminary Design, Changes of Investor's request in Preliminary Design compare to the Draft Preliminary Design	Additional works of the Varbs bridge (steel bridge part)	8,755,270.45
20	Variation No.22	Request from Republic Committee for review of Preliminary Design, Changes of Investor's request in Preliminary Design compare to the Draft Preliminary Design	Additional works caused by changing of coefficient α for classified loads and girder type.	8,020,085.88
21	Variation No.23	Request from Holders of Public Authorizations and accepted by Investor/Financier	Retention structure for sewer system in the area of Subotica station	5,844,456.00

22	Variation No.24	Contractor's proposal according to Article 22 of the Contract	Remedying of contaminated soil from km 175+725 to km 175+800 - phase I (probing and sampling)	Postponed to later Decision
23	Variation No.25	Investor/Financier's requirements	Stone-cutting works and thermotechnical installations in Novi Sad Station as additional works	Postponed to later Decision
24	Variation No.26	Investor/Financier's requirements	Protection of cables in the Annex A Stanic Buildings in Novi Sad	5,769.97
25	Variation No.27	Contractor's proposal according to Article 63 of the Contract	Relocation of the ditches around at km 126+922 culvert	207,534.70
26	Variation No.28	Request from Holders of Public Authorizations and accepted by Investor/Financier, Changes of Investor's request in Preliminary Design compare to the Draft Preliminary Design	Reconstruction of sewage network at location km 174+928 and Lošinjska Street	2,565,830.00
27	Variation No.29	Investor/Financier's requirements	Basement walls waterproofing in Zmajevo and Kisač station	Postponed to later Decision
28	Variation No.30	Investor/Financier's requirements	Foundation and protective cage of the chiller in Novi Sad Station as additional works	Postponed to later Decision
29	Variation No.31	Investor/Financier's requirements and Request from local authority and accepted by Investor/Financier	Additional architecture works of the Subotica station building	681,845.55
30	Variation No.32	Investor/Financier's requirements	Construction of new staircase Novi Sad station	46,853.34
31	Variation No.33	Contractor's proposal according to Article 63 of the Contract	Additional works Naumovićevo station	100,679.32
Total				**36,046,955.88**

The total amount of approved Variations in this Decision is **36,046,955.88 USD.**

Variation No. 4a is accepted but doesn't influence the Contract Price.

Variation No. 15 is canceled by Investor/Financer by the letter No. 401-00-00292/2023- 04-57.

For variations No.5, No.6, No.10, No.12, No.14, No.15, No.20, No.24, No.25, No.29, and No.30, the Contracting parties agreed that these items will be discussed later. These items will be subjected to later Engineer's Decision after the Contracting parties reach the agreement on them.

The letters exchanged between Engineer and Contractor for each item during the negotiation are detailed listed in the Table attached as Attachment 1. All the letters mentioned in this Decision and letters mentioned in the Attachment 1 of this Decision are the integral part of this Decision.

In addition to above mentioned Variations, after mutually discussion, the Contracting Parties also reach the agreement on the cost regarding Archaeological works:

- On June 22, 2022, the Contracting Parties signed *Protocol on taking measures for protection of archaeological sites.* According the Protocol, the Investor/Financier shall bear all costs regarding the protection of archaeological.
- On December 7, by the letter No.401-00-01138/2022-04-35, the Investor/Financier approve the method of calculating additional costs due to execution of archaeological works.
- Besides the funds for archaeological works provided in Annex 2 of the Commercial Contract, the additional cost for engaging Heritage protection institutes has been submitted by the letter HDJV-NSSB-CON-IZS-2023-0137 (amount is 1,759,467.07 USD), and the additional cost for archaeological works in Novi sad area and Subotica area have been submitted by the letter HDJV-NSSB-CON-IZS-2023-0137 (amount is 3,031,551.49 USD).

The Contracting Parties have reached the agreement on the additional cost for the engaging Heritage protection institutes and archaeological works in Novi sad area and Subotica area, in the amount of 4,791,018.56 USD. For the additional cost for archaeological works in Vojvodina area and the claim regarding heritage protection will be subjected to future Engineer's decision, after the Contracting Parties mutually reach the agreement.

In summary, the total amount of the accepted Variations and additional cost regarding archaeological works in this Decision is 40,837,974.44 USD.

Attachment 1 - Table of letters exchanged between Engineer and Contractor

Attachment 2 - Letters mentioned in this Decision and the Attachment 1.

Attachment 1 - Table of letters exchanged between Engineer and Contractor

No	Variation No.	Variation Content	Related Letters
1	Variation No.4a	Technolgy changing for 7 bridges: K160+094, K163+566, K170+834, K172+193, K179+395, K180+970, K184+258	HDJV-NSSB-DES-IZS-2022-0039 NAD-NSSB-IZS-0006 Investor's letter 10/2022-542
2	Variation No.5	Natural gas pipeline relocation in Novi Sad and Vrbas	HDJV-NSSB-CON-IZS-2022-0082 HDJV-NSSB-CON-IZS-2022-0062; NAD-NSSB-JV-CRIC-CCCC-1294; HDJV-NSSB-CON-IZS-2023-0129
3	Variation No.6	Variation application for secondary_repeated decoration of the Wing A of Novi Sad station	HDJV-NSSB-CON-IZS-2022-0144
4	Variation No.7	Additional water supply pipeline relocation at km174+515	HDJV-NSSB-CON-IZS-2023-0025 HDJV-NSSB-CON-IZS-2023-0088 NAD-NSSB-JV-CRIC-CCCC-1199
5	Variation No.8	Signal control device relocation at Novi Sad station	HDJV-NSSB-CON-IZS-2023-0032 NAD-NSSB-JV-CRIC-CCCC-0846 HDJV-NSSB-CON-IZS-2023-0044 NAD-NSSB-JV-CRIC-CCCC-0921
6	Variation No.9	Construct the pedestrian bridge of Km176+274 Maksima Gorkog Street.	HDJV-NSSB-CON-IZS-2023-0054 NAD-NSSB-JV CRIC-CCCC-1001 NAD-NSSB-JV-CRIC-CCCC-1680
7	Variation No.10	Relocation of Telecommunication instalations	HDJV-NSSB-CON-IZS-2023-0067 NAD-NSSB-JV-CRIC-CCCC-1066
8	Variation No.11	Secondary transport and storage of dismantled rail sleepers in Zednik railway station.	HDJV-NSSB-CON-IZS-2023-0078 NAD-NSSB-JV-CRIC-CCCC-1680
9	Variation No.12	Subsoil treatment for section K160+094 - K167+800 and K176+650 - K176+775	HDJV-NSSB-CON-IZS-2023-0079 NAD-NSSB-JV CRIC-CCCC-1158
10	Variation No.13	Power supply of the Subotica - Horgos railway line	HDJV-NSSB-CON-IZS-2023-0086 Investor's letter 10/23-129 NAD-NSSB-IZS-084 NAD-NSSB-JV-CRIC-CCCC-1680
11	Variation No.14	Replacement of doors in A wing of the Novi Sad station building	HDJV-NSSB-CON-IZS-2023-0087 NAD-NSSB-JV CRIC-CCCC-1429
12	Variation No.15	Certification of Overhead Contact System (OCS) for using 1950mm wide electric pantograph.	HDJV-NSSB-CON-IZS-2023-0089 401-00-00292/2023-04-57
13	Variation No.16a	Overpasses for animals - structure works	HDJV-NSSB-CON-IZS-2023-0098 HDJV-NSSB-CON-IZS-2023-0145 NAD-NSSB-JV-CRIC-CCCC-1680
14	Variation No.16b	Overpasses for animals - landscaping works	HDJV-NSSB-CON-IZS-2023-0098 HDJV-NSSB-CON-IZS-2023-0145 NAD-NSSB-JV-CRIC-CCCC-1680
15	Variation No.17	Additional works related to culverts	HDJV-NSSB-CON-IZS-2023-0104 NAD-NSSB-JV-CRIC-CCCC-1680
16	Variation No.18	Geodetic Works	HDJV-NSSB-CON-IZS-2023-0108 NAD-NSSB-IZS-078 1/2023-1316 HDJV-NSSB-CON-IZS-2023-0124 NAD-NSSB-IZS-082 HDJV-NSSB-CON-IZS-2023-0130

			NAD-NSSB-JV CRIC-CCC-1622 NAD-NSSB-JV-CRIC-CCCC-1680
17	Variation No.19	Replacement of the stone floor in Area B of Novi Sad Station	HDJV-NSSB-CON-IZS-2023-0111 NAD-NSSB-JV CRIC-CCCC-1403 HDJV-NSSB-TEC-IZS-2023-0639 NAD-NSSB-JV-CRIC-CCCC-1587 NAD-NSSB-JV-CRIC-CCCC-1680
18	Variation No.20	Steel structure of the glass facade support in Novi Sad Station	HDJV-NSSB-CON-IZS-2023-0114 NAD-NSSB-JV CRIC-CCCC-1395
19	Variation No.21	Additional works of the Varbs bridge (steel bridge part)	HDJV-NSSB-CON-IZS-2023-0102 NAD-NSSB-JV-CRIC-CCCC-1680
20	Variation No.22	Additional works caused by changing of coefficient α for classified loads and girder type.	HDJV-NSSB-CON-IZS-2023-0103 HDJV-NSSB-CON-IZS-2023-0140 NAD-NSSB-JV-CRIC-CCCC-1680
21	Variation No.23	Retention structure for sewer system in the area of Subotica station	HDJV-NSSB-CON-IZS-2023-0090 HDJV-NSSB-CON-IZS-2023-0105 NAD-NSSB-JV-CRIC-CCCC-1417 NAD-NSSB-JV-CRIC-CCCC-1680
22	Variation No.24	Remedying of contaminated soil from km 175+725 to km 175+800 - phase I (probing and sampling)	HDJV-NSSB-CON-IZS-2023-0123
23	Variation No.25	Stone-cutting works and thermotechnical installations in Novi Sad Station as additional works	HDJV-NSSB-CON-IZS-2023-0118 NAD-NSSB-JV CRIC-CCCC-1418
24	Variation No.26	Protection of cables in the Annex A Stanic Buildings in Novi Sad	HDJV-NSSB-CON-IZS-2023-0120 NAD-NSSB-JV-CRIC-CCCC-1404 HDJV-NSSB-CON-IZS-2023-0143 NAD-NSSB-JV-CRIC-CCCC-1680
25	Variation No.27	Relocation of the ditches around at km 126+922 culvert	HDJV-NSSB-CON-IZS-2023-0125 HDJV-NSSB-CON-IZS-2023-0136 NAD-NSSB-JV-CRIC-CCCC-1680
26	Variation No.28	Reconstruction of sewage network at location km 174+928 and Lošinjska Street	HDJV-NSSB-CON-IZS-2023-0126 NAD-NSSB-JV-CRIC-CCCC-1680
27	Variation No.29	Basement walls waterproofing in Zmajevo and Kisač station	HDJV-NSSB-CON-IZS-2023-0127
28	Variation No.30	Foundation and protective cage of the chiller in Novi Sad Station as additional works	HDJV-NSSB-CON-IZS-2023-0119
29	Variation No.31	Additional architecture works of the Subotica station building	HDJV-NSSB-CON-IZS-2023-0131 NAD-NSSB-JV-CRIC-CCCC-1680
30	Variation No.32	Construction of new staircase Novi Sad station	HDJV-NSSB-TEC-IZS-2022-0432 10/2022-647 HDJV-NSSB-CON-IZS-2023-141 NAD-NSSB-JV-CRIC-CCCC-1680
31	Variation No.33	Additional works Naumovićevo station	HDJV-NSSB-TEC-IZS-2022-0738 1/2023-51/1 HDJV-NSSB-CON-IZS-2023-142 NAD-NSSB-JV-CRIC-CCCC-1680

Odluka Inženjera o prihvatanju zahteva Izvođača za varijacije

1. 24. oktobra 2022. godine dopisom broj NAD-NSSB-JV-CRIC-CCCC-0457 Inženjer je doneo Odluku o zahtevu Izvođača za naknadnim radovima. Na osnovu ove Odluke Ugovorne strane su potpisale Sporazum br. 1. Kao što je navedeno u predmetnoj Odluci, odlučeno je da neki od zahteva za varijacije Izvođača budu predmet naknadnog razmatranja i odlučivanja.

2. Po donošenju prethodno navedene Odluke, Izvođač je podneo 35 zahteva za varijacije. Četiri od ovih 35 zahteva za varijacije su odobreni odlukom Inženjera br. NAD-NSSB-JV-CRIC-CCCC-0545 od 11. decembra 2022. godine i uključene su u Aneks 2 Komercijalnog ugovora. Preostali zahtevi za varijacije (ukupno 31) su sačinjeni iz sledećih razloga:

   Tip 1, Izmene zahteva Investitora/Finansijera, uključujući (1) dodatne zahteve iz Lokacijskih uslova koje izdaju nosioci javnih ovlašćenja, koji su usvojeni od strane Investitora/Finansijera, (2) izmene zahteva Investitora u Idejnom projektu u osnosu na Nacrt Idejnog projekta, (3) Dodatni zahtevi Investitora/Finansijera.

   Tip 2, Instrukcije Inženjera.

   Tip 3, Predlozi Izvođača.

3. Tokom evaluacije predloga varijacija Izvođača od strane Inženjera i Nadzornog organa, Inženjer, Nadzorni organ i Izvođač su razmenjivali mišljenja putem diskusija na sastancima, e-mail korespodencije i dopisa. Na osnovu komentara Inženjera i Nadzornog organa, Izvođač je izvršio određene korekcije svojih ponuda i dao dodatna pojašnjenja.

   Nakon što je Inženjer Ugovornim stranama izneo svoje mišljenje o Naknadnim radovima, Ugovorne strane su uspešno postigle sporazum po pitanju 20 od ukupno 31 zahteva za verijacije Izvođača. Ugovorne strane su se takođe složile da će se o preostalih 11 zahteva za varijacije kasnije biti predmet diskusije, kao i da će oni biti predmet sledeće odluke Inženjera.

S obzirom na to da su Ugovorne strane postigle sporazum po pitanju zahtevu Izvođača za naknadnim radovima u skladu sa stavom 8 Člana 9 Komercijalnog ugovora:

„Kada je bilo koji članom ovog Ugovora predviđeno da Stručni nadzor (Nadzorni organ) postupi tako da se postigne saglasnost između Ugovornih strana ili da donese odluku o bilo kom pitanju, Nadzorni organ će se konsultovati sa Ugovornim stranama u cilju postizanja dogovora."

Inženjer donosi sledeće:

Odluka Inženjera o prihvatanju zahteva Izvođača za varijacije

Predmet ove odluke je 20 Varijacija o kojima su se međusobno usaglasile Ugovorne strane. Predmetnih 20 Varijacija je usvojeno kako sledi:

Br	Varijacija Br.	Osnov za varijaciju	Sadržaj varijacije	Odobrena cena (USD)
1	Varijacija Br.4a	Po nalogu Nadzora	Izmenjena tehnologija izvođenja za 7 mostova: K160+094, K163+566, K170+834, K172+193, K179+395, K180+970, K184+258	Varijacija prihvaćena, nema izmena ugovorene cene
2	Varijacija Br.5	Izmene Investitorovog zahteva u Idejnom projektu u odnosu na Nacrt Idejnog projekta	Izmeštanje cevovoda prirodnog gasa u Novom Sadu i Vrbasu	Odlaže se do naredne Odluke

3	Varijacija Br.6	Na zahtev Investitora/Finansijera	Zahtev za varijaciju za ponovno sekundarno uređenje krila A stanice Novi Sad	Odlaže se do naredne Odluke
4	Varijacija Br.7	Predlog Izvođača na osnovu Člana 22 Ugovora	Dodatno izmeštanje vodovoda na km174+515	115,923.75
5	Varijacija Br.8	Na zahtev Investitora/Finansijera i po nalogu Nadzora	Izmeštanje signalnog kontrolnog uređaja u stanici Novi Sad	19,682.00
6	Varijacija Br.9	Na zahtev lokalne samouprave, prihvaćen od strane Investitora/Finansijera	Izgradnja pasarele u Maksima Gorkog na km 176+274	323,009.57
7	Varijacija Br.10	Na zahtev Imalaca javnih ovlašćenja, prihvaćen od stane Investitora/Finansijera, Predlog Izvođača na osnovu Člana 22 Ugovora	Izmeštanje telekomunikacionih instalacija	Odlaže se do naredne Odluke
8	Varijacija Br.11	Na zahtev Investitora/Finansijera	Sekundarni transport i skladištenje razmontiranih pragova u stanici Žednik	81,856.00
9	Varijacija Br.12	Predlog Izvođača na osnovu Člana 63 Ugovora	Obrada temeljnog tla za deonicu K160+094 - K167+800 and K176+650 - K176+775	Odlaže se do naredne Odluke
10	Varijacija Br.13	Na zahtev Investitora/Finansijera i po nalogu Nadzora	Napajanje pruge Subotica-Horgoš	1,925,460.00
11	Varijacija Br.14	Na zahtev Investitora/Finansijera	Zamena vrata u krilu A stanične zgrade Novi Sad	Odlaže se do naredne Odluke
12	Varijacija Br.15	Na zahtev Investitora/Finansijera	Sertifikovanje kontaktne mreže za upotrebu električnog pantografa širine 1950mm	Investitor je povukao zahtev
13	Varijacija Br.16a	Izmene Investitorovog zahteva u Idejnom projektu u odnosu na Nacrt Idejnog projekta	Nadvožnjaci za prelaz životinja – radovi na konstrukcijama	3,411,254.06
14	Varijacija Br.16b	Izmene Investitorovog zahteva u Idejnom projektu u odnosu na Nacrt Idejnog projekta	Nadvožnjaci za prelaz životinja – pejzažno uređenje	269,819.44
15	Varijacija Br.17	Na zahtev Imalaca javnih ovlašćenja, prihvaćen od stane Investitora/Finansijera	Dodatni radovi na propustima	2,031,337.73
16	Varijacija Br.18	Na zahtev Investitora/Finansijera	Geodetski radovi	1,386,122.52

17	Varijacija Br.19	Na zahtev Investitora/Finansijera	Zamena podnih mermernih ploča u krilu B stanice Novi Sad	254,165.60
18	Varijacija Br.20	Na zahtev Investitora/Finansijera	Čelična konstrukcija potpore staklene fasade u stanici Novi Sad	Odlaže se do naredne Odluke
19	Varijacija Br.21	Na zahtev Republičke komisije za pregled idejnih projekata, Izmene Investitorovog zahteva u Idejnom projektu u odnosu na Nacrt Idejnog projekta	Dodatni radovi na mostu u Vrbasu (čelični deo mosta)	8,755,270.45
20	Varijacija Br.22	Na zahtev Republičke komisije za pregled idejnih projekata, Izmene Investitorovog zahteva u Idejnom projektu u odnosu na Nacrt Idejnog projekta	Dodatni radovi usled promene α koeficijenta za merodavno opterećenje i tip nosača	8,020,085.88
21	Varijacija Br.23	Na zahtev Imalaca javnih ovlašćenja, prihvaćen od stane Investitora/Finansijera	Retenzije za kanalizacioni sistem u zoni stanice Subotica	5,844,456.00
22	Varijacija Br.24	Predlog Izvođača na osnovu Člana 22 Ugovora	Sanacija zagađenog zemljišta od km 175+725 do km 175+800 – faza I (provera i uzorkovanje)	Odlaže se do naredne Odluke
23	Varijacija Br.25	Na zahtev Investitora/Finansijera	Kamenorezački radovi i termotehničke instalacije u stanici Novi Sad kao naknadni radovi	Odlaže se do naredne Odluke
24	Varijacija Br.26	Na zahtev Investitora/Finansijera	Zaštita kablova u Aneksu A stanične zgrade u Novom Sadu	5,769.97
25	Varijacija Br.27	Predlog Izvođača na osnovu Člana 63 Ugovora	Izmeštanje kanala u blizini propusta na km 126+922	207,534.70
26	Varijacija Br.28	Na zahtev Imalaca javnih ovlašćenja, prihvaćen od stane Investitora/Finansijera, Izmene Investitorovog zahteva u Idejnom projektu u odnosu na Nacrt Idejnog projekta	Rekonstrukcija kanalizacione mreže na km 174+928 i u Lošinjskoj ulici	2,565,830.00
27	Varijacija Br.29	Na zahtev Investitora/Finansijera	Hidroizolacija zidova podruma u stanicama Zmajevo i Kisač	Odlaže se do naredne Odluke
28	Varijacija Br.30	Na zahtev Investitora/Finansijera	Temelj i zaštitni kavez čilera u stanici Novi Sad kao naknadni radovi	Odlaže se do naredne Odluke

29	Varijacija Br.31	Na zahtev Investitora/Finansijera i lokalne samouprave, prihvaćen od strane Investitora/Finansijera	Dodatni arhitektonski radovi na staničnoj zgradi Subotica	681,845.55
30	Varijacija Br.32	Na zahtev Investitora/Finansijera	Izgradnja novog stepeništa u stanici Novi Sad	46,853.34
31	Varijacija Br.33	Predlog Izvođača na osnovu Člana 63 Ugovora	Dodatni radovi u stanici Naumovićevo	100,679.32
Ukupno				**36,046,955.88**

Ukupan iznos odobrenih Varijacija prema ovog Odluci je **36.046.955,88 USD.**

Varijacija br. 4a je prihvaćena ali ne utiče na Ugovornu cenu.

Varijacija br. 15 je poništena od strane Investitora/Finansijera dopisom br. 401-00-00292/2023- 04-57.

Kada su u pitanju Varijacije br. 5, 6, 10, 12, 14, 15, 20, 24, 25, 29 i br.30, Ugovorne strane su se saglasile da navedene varijacije budu naknadno razmatrane. Ove Varijacije će biti predmet naknadne Odluke Inženjera nakon što Ugovorne strane postignu sporazum o istima.

Dopisi razmenjeni između Inženjera i Izvođača za svaku stavku razmatranu tokom pregovora detaljno su navedeni u tabeli koja je datak kao Prilog 1. Svi dopisi navedeni u ovoj Odluci i dopisi navedeni u Prilogu 1 ove Odluke predstavljaju sastavni deo ove Odluke.

Pored prethodno navedenih Varijacija, a nakon zajedničkog razmatranja istih, Ugovorne strane su postigle sporazum i o ceni Arheoloških radova:

- Ugovorne strane su 22. juna 2022. godine potpisale P*rotokol o preduzimanju mera za zaštitu arheoloških lokaliteta*. Prema Protokolu, Investitor/Finansijer snose sve troškove u vezi sa zaštitom arheoloških lokaliteta.
- Dopisom br. 401-00-01138/2022-04-35 Investitor/Finansijer je 7. decembra odobrio način obračunavanja dodatnih troškova nastalih usled izvođenja arheoloških radova.
- Pored sredstava za arheološke radove koja su predviđena Aneksom 2 Komercijalnog ugovora, dopisom HDJV-NSSB-CON-IZS-2023-0137 dostavljen je i dodatni trošak angažovanja Zavoda za zaštitu spomenika (iznos 1.759.467,07 USD). Dopisom HDJV-NSSB-CON-IZS-2023-0137 dostavljeni su dodatni troškovi izvođenja arheoloških radova u okolini Novog Sada i okolini Subotice (iznos je 3.031.551,49 USD).

Ugovorne strane su postigle dogovor o dodatnim troškovima angažovanja Zavoda za zaštitu spomenika i izvođenja arheoloških radova na području Novog Sada i Subotice u iznosu od 4.791.018,56 USD. Dodatni troškovi izvođenja arheoloških radova na području Vojvodine i Odštetni zahtev (klejm) u vezi sa zaštitom kulturnog nasleđa biće predmet naredne odluke Inženjera, nakon što Ugovorne strane postignu međusobni sporazum.

Ukratko, ukupan iznos prihvaćenih Varijacija i dodatnih troškova u vezi sa izvođenjem arheoloških radova prema ovoj Odluci iznosi 40.837.974,44 USD.

Prilog 1 – Tabelarni prikaz korespondencije razmenjene između Inženjera i Izvođača

Prilog 2 – Dopisi navedeni u ovog Odluci i Prilogu 1

Prilog 1 – Tabelarni prikaz korespondencije razmenjene između Inženjera i Izvođača

Br.	Varijacija Br.	Sadržaj varijacije	Referentni dopisi
1	Varijacija Br.4a	Izmenjena tehnologija izvođenja za 7 mostova: K160+094, K163+566, K170+834, K172+193, K179+395, K180+970, K184+258	HDJV-NSSB-DES-IZS-2022-0039 NAD-NSSB-IZS-0006 Investor's letter 10/2022-542
2	Varijacija Br.5	Izmeštanje cevovoda prirodnog gasa u Novom Sadu i Vrbasu	HDJV-NSSB-CON-IZS-2022-0082 HDJV-NSSB-CON-IZS-2022-0062; NAD-NSSB-JV-CRIC-CCCC-1294; HDJV-NSSB-CON-IZS-2023-0129
3	Varijacija Br.6	Zahtev za varijaciju za ponovno sekundarno uređenje krila A stanice Novi Sad	HDJV-NSSB-CON-IZS-2022-0144
4	Varijacija Br.7	Dodatno izmeštanje vodovoda na km174+515	HDJV-NSSB-CON-IZS-2023-0025 HDJV-NSSB-CON-IZS-2023-0088 NAD-NSSB-JV-CRIC-CCCC-1199
5	Varijacija Br.8	Izmeštanje signalnog kontrolnog uređaja u stanici Novi Sad	HDJV-NSSB-CON-IZS-2023-0032 NAD-NSSB-JV-CRIC-CCCC-0846 HDJV-NSSB-CON-IZS-2023-0044 NAD-NSSB-JV-CRIC-CCCC-0921
6	Varijacija Br.9	Izgradnja pasarele u Maksima Gorkog na km 176+274	HDJV-NSSB-CON-IZS-2023-0054 NAD-NSSB-JV CRIC-CCCC-1001 NAD-NSSB-JV-CRIC-CCCC-1680
7	Varijacija Br.10	Izmeštanje telekomunikacionih instalacija	HDJV-NSSB-CON-IZS-2023-0067 NAD-NSSB-JV-CRIC-CCCC-1066
8	Varijacija Br.11	Sekundarni transport i skladištenje razmontiranih pragova u stanici Žednik	HDJV-NSSB-CON-IZS-2023-0078 NAD-NSSB-JV-CRIC-CCCC-1680
9	Varijacija Br.12	Obrada temeljnog tla za deonicu K160+094 - K167+800 and K176+650 - K176+775	HDJV-NSSB-CON-IZS-2023-0079 NAD-NSSB-JV CRIC-CCCC-1158
10	Varijacija Br.13	Napajanje pruge Subotica-Horgoš	HDJV-NSSB-CON-IZS-2023-0086 Investor's letter 10/23-129 NAD-NSSB-IZS-084 NAD-NSSB-JV-CRIC-CCCC-1680
11	Varijacija Br.14	Zamena vrata u krilu A stanične zgrade Novi Sad	HDJV-NSSB-CON-IZS-2023-0087 NAD-NSSB-JV CRIC-CCCC-1429
12	Varijacija Br.15	Sertifikovanje kontaktne mreže za upotrebu električnog pantografa širine 1950mm	HDJV-NSSB-CON-IZS-2023-0089 401-00-00292/2023-04-57
13	Varijacija Br.16a	Nadvožnjaci za prelaz životinja – radovi na konstrukcijama	HDJV-NSSB-CON-IZS-2023-0098 HDJV-NSSB-CON-IZS-2023-0145 NAD-NSSB-JV-CRIC-CCCC-1680
14	Varijacija Br.16b	Nadvožnjaci za prelaz životinja – pejzažno uređenje	HDJV-NSSB-CON-IZS-2023-0098 HDJV-NSSB-CON-IZS-2023-0145 NAD-NSSB-JV-CRIC-CCCC-1680
15	Varijacija Br.17	Dodatni radovi na propustima	HDJV-NSSB-CON-IZS-2023-0104 NAD-NSSB-JV-CRIC-CCCC-1680
16	Varijacija Br.18	Geodetski radovi	HDJV-NSSB-CON-IZS-2023-0108 NAD-NSSB-IZS-078 1/2023-1316 HDJV-NSSB-CON-IZS-2023-0124 NAD-NSSB-IZS-082 HDJV-NSSB-CON-IZS-2023-0130 NAD-NSSB-JV CRIC-CCC-1622 NAD-NSSB-JV-CRIC-CCCC-1680

17	Varijacija Br.19	Zamena podnih mermernih ploča u krilu B stanice Novi Sad	HDJV-NSSB-CON-IZS-2023-0111 NAD-NSSB-JV CRIC-CCCC-1403 HDJV-NSSB-TEC-IZS-2023-0639 NAD-NSSB-JV-CRIC-CCCC-1587 NAD-NSSB-JV-CRIC-CCCC-1680
18	Varijacija Br.20	Čelična konstrukcija potpore staklene fasade u stanici Novi Sad	HDJV-NSSB-CON-IZS-2023-0114 NAD-NSSB-JV CRIC-CCCC-1395
19	Varijacija Br.21	Dodatni radovi na mostu u Vrbasu (čelični deo mosta)	HDJV-NSSB-CON-IZS-2023-0102 NAD-NSSB-JV-CRIC-CCCC-1680
20	Varijacija Br.22	Dodatni radovi usled promene α koeficijenta za merodavno opterećenje i tip nosača	HDJV-NSSB-CON-IZS-2023-0103 HDJV-NSSB-CON-IZS-2023-0140 NAD-NSSB-JV-CRIC-CCCC-1680
21	Varijacija Br.23	Retenzije za kanalizacioni sistem u zoni stanice Subotica	HDJV-NSSB-CON-IZS-2023-0090 HDJV-NSSB-CON-IZS-2023-0105 NAD-NSSB-JV-CRIC-CCCC-1417 NAD-NSSB-JV-CRIC-CCCC-1680
22	Varijacija Br.24	Sanacija zagađenog zemljišta od km 175+725 do km 175+800 – faza I (provera i uzorkovanje)	HDJV-NSSB-CON-IZS-2023-0123
23	Varijacija Br.25	Kamenorezački radovi i termotehničke instalacije u stanici Novi Sad kao naknadni radovi	HDJV-NSSB-CON-IZS-2023-0118 NAD-NSSB-JV CRIC-CCCC-1418
24	Varijacija Br.26	Zaštita kablova u Aneksu A stanične zgrade u Novom Sadu	HDJV-NSSB-CON-IZS-2023-0120 NAD-NSSB-JV-CRIC-CCCC-1404 HDJV-NSSB-CON-IZS-2023-0143 NAD-NSSB-JV-CRIC-CCCC-1680
25	Varijacija Br.27	Izmeštanje kanala u blizini propusta na km 126+922	HDJV-NSSB-CON-IZS-2023-0125 HDJV-NSSB-CON-IZS-2023-0136 NAD-NSSB-JV-CRIC-CCCC-1680
26	Varijacija Br.28	Rekonstrukcija kanalizacione mreže na km 174+928 i u Lošinjskoj ulici	HDJV-NSSB-CON-IZS-2023-0126 NAD-NSSB-JV-CRIC-CCCC-1680
27	Varijacija Br.29	Hidroizolacija zidova podruma u stanicama Zmajevo i Kisač	HDJV-NSSB-CON-IZS-2023-0127
28	Varijacija Br.30	Temelj i zaštitni kavez čilera u stanici Novi Sad kao naknadni radovi	HDJV-NSSB-CON-IZS-2023-0119
29	Varijacija Br.31	Dodatni arhitektonski radovi na stanicnoj zgradi Subotica	HDJV-NSSB-CON-IZS-2023-0131 NAD-NSSB-JV-CRIC-CCCC-1680
30	Varijacija Br.32	Izgradnja novog stepeništa u stanici Novi Sad	HDJV-NSSB-TEC-IZS-2022-0432 10/2022-647 HDJV-NSSB-CON-IZS-2023-141 NAD-NSSB-JV-CRIC-CCCC-1680
31	Varijacija Br.33	Dodatni radovi u stanici Naumovićevo	HDJV-NSSB-TEC-IZS-2022-0738 1/2023-51/1 HDJV-NSSB-CON-IZS-2023-142 NAD-NSSB-JV-CRIC-CCCC-1680

S poštovanjem/Regards:

Rukovodilac stručnog nadzora/Team Leader
Dragan Gligorov

Table of Price of the Annex 3

Summary

No.	Content			Price (USD)	
1	Bridge Works	A	Reconstruction of Underpass Kisacka street, at km 76+601.02 (item 4.A of Table of Price of Agreement No.1)	3.486.283,00	20.582.372,62
		B	Reconstruction of Underpass Partizanska street, at km 77+807.99 (item 4.F of Table of Price of Agreement No.1)	4.478.377,00	
		C	Construction of the Viaduct at km 131+830.64-substructure of the bridge (item 4.J.1~4.J.3 of Table of Price of Agreement No.1)	10.877.402,00	
		D	Construction of a pedestrian footbridge at km 176+274 in Maksima Gorkog street. (item 6 (Variation No.9) of Engineer's Decision No.2)	323.009,57	
		E	Additional costs on the railway bridge and gallery (except for the bridge in Vrbas) - additional cost for piles (Part of the item 20 (Variation No.22) of Engineer's Decision No.2)	1.417.301,05	
2	Hydraulic Works	A	Relocation of water supply pipeline at km174+515 (item 4 (Variation No.7) of Engineer's Decision No.2)	115.923,73	2.681.753,73
		B	Reconstruction of sewage network at location km 174+928 and Lošinjska Street (item 26 (Variation No.28) of Engineer's Decision No.2)	2.565.830,00	
3	Superstructure Works	A	Transport and unloading of dismantled sleepers (item 8 (Variation No.11) of Engineer's Decision No.2)	81.856,00	81.856,00
4	Other Works	A	Engaging Heritage protection institutes	1.759.467,07	4.791.018,56
		B	Archaeological works in Novi sad area and Subotica area	3.031.551,49	
TOTAL（USD）				**28.137.000,91**	

Note:
1. This Table of Price mutually determined by the contracting parties. Due to the limit of the funds approved by the National Assembly of the Republic of Serbia, this Table of Price only cover some works or part of some works listed in the Engineer's Decision No. NAD-NSSB-JV-CRIC-CCCC-0457 and No. NAD-NSSB-JV-CRIC-CCCC-1690.
2. The Contracting Parties agree that the measurement sheets signed by the Supervisor under the Agreement No.1 shall be used as the measurement sheets for the correspond works in the Table of Price of this Annex 3.

Modernization and Reconstruction of Hungarian – Serbian Railway Connection in the Territory of the Republic of Serbia
Section Novi Sad–Subotica-State Border
Annex 3

1. Bridge, Culvert, Underpass

No.	Item	Description	Unit	Number of unit	Unit price	Total Price (USD)
A	**Reconstruction of Underpass Kisacka street, at km 76+601.02 (item 4.A of Table of Price of Agreement No.1)**					
1	Demolish existing bridge		Completing the dismantle work	1	355.848,00	355.848,00
2	Pile of abutment and pier	Drilling of piles, concrete pouring, reinforcement cage installation, pile foundation integrity testing and other related engineering content.	Completion of the works	1	495.949,00	495.949,00
3	Pile Cap of abutment and pier	Reinforced concrete foundations and related works	Completion of the works	1	1.049.252,00	1.049.252,00
4	Abutment body and Pier shaft	Supporting piers under spanning construction of various systems and bearing beams	Completion of the works	1	330.642,00	330.642,00
5	Steel structure works	Steel procurement, transportation, processing, welding, assembling and anti-corrosion related works	Completion of the works	1	764.254,00	764.254,00
6	Bridge deck slab	Cast bridge deck of reiforced concrete on top of girders	Completion of the works	1	365.744,00	365.744,00
7	Waterproofing		Completion of the works	1	96.535,00	96.535,00
8	Bearings		Completion of the works	1	1.360,00	1.360,00
9	Railing and fence of steel mesh		Completion of the works	1	26.317,00	26.317,00
10	Other works		Completion of the works	1	382,00	382,00

1. Bridge, Culvert, Underpass

No.	Item	Description	Unit	Number of unit	Unit price	Total Price (USD)
B	**Reconstruction of Underpass Partizanska street, at km 77+807.99 (item 4.F of Table of Price of Agreement No.1)**					
1	Demolish existing bridge		Completing the dismantle work	1	316.332,00	316.332,00
2	Pile of abutment and pier	Drilling of piles, concrete pouring, reinforcement cage installation, pile foundation integrity testing and other related engineering content.	Completion of the works	1	677.009,00	677.009,00
3	Pile Cap of abutment and pier	Reinforced concrete foundations and related works	Completion of the works	1	1.364.275,00	1.364.275,00
4	Abutment body and Pier shaft	Supporting piers under spanning construction of various systems and bearing beams	Completion of the works	1	296.359,00	296.359,00
5	Steel structure works	Steel procurement, transportation, processing, welding, assembling and anti-corrosion related works	Completion of the works	1	1.150.762,00	1.150.762,00
6	Bridge deck slab	Cast bridge deck of reiforced concrete on top of girders	Completion of the works	1	531.700,00	531.700,00
7	Waterproofing		Completion of the works	1	116.894,00	116.894,00
8	Bearings		Completion of the works	1	1.768,00	1.768,00
9	Railing and fence of steel mesh		Completion of the works	1	22.883,00	22.883,00
10	Other works		Completion of the works	1	395,00	395,00

1. Bridge, Culvert, Underpass

No.	Item	Description	Unit	Number of unit	Unit price	Total Price (USD)
C	**Construction of the Viaduct at km 131+830.64-substructure of the bridge (item 4.J.1~4.J.3 of Table of Price of Agreement No.1)**					
1	Pile of abutment and pier	Drilling of piles, concrete pouring, reinforcement cage installation, pile foundation integrity testing and other related engineering content.	Completion of the works	1	5.679.215,00	5.679.215,00
2	Pile Cap of abutment and pier	Reinforced concrete foundations and related works	Completion of the works	1	3.348.507,00	3.348.507,00
3	Abutment body and Pier shaft	Supporting piers under spanning construction of various systems and bearing beams	Completion of the works	1	1.849.680,00	1.849.680,00
D	**Construction of a pedestrian footbridge at km 176+274 in Maksima Gorkog street. (item 6 (Variation No.9) of Engineer's Decision No.2)**					
1	Construction of a pedestrian footbridge		Completion of the works	1	323.009,57	323.009,57
E	**Additional costs on the railway bridge and gallery (except for the bridge in Vrbas) - additional cost for piles (Part of the item 20 (Variation No.22) of Engineer's Decision No.2)**					
1	Piles for Railway gallery at km 78+377.03		Completion of the works	1	49.511,50	49.511,50
2	Piles for Railway gallery at km 81+284.54		Completion of the works	1	165.497,54	165.497,54
3	Piles for Railway bridge at km 81+644.83		Completion of the works	1	624.542,25	624.542,25
4	Piles for Railway gallery at km 82+159.77		Completion of the works	1	400.009,85	400.009,85
5	Piles for Railway bridge at km 110+351,26		Completion of the works	1	106.862,22	106.862,22
6	Piles for Railway gallery at km 114+716,45		Completion of the works	1	70.877,69	70.877,69
	TOTAL (USD)					**20.582.372,62**

Modernization and Reconstruction of Hungarian – Serbian Railway Connection in the Territory of the Republic of Serbia
Section Novi Sad–Subotica-State Border
Annex 3

2. Hydraulic Works

No.	Item	Description	Unit	Number of unit	Unit price	Total Price (USD)
A	**Relocation of water supply pipeline at km174+515 (item 4 (Variation No.7) of Engineer's Decision No.2)**					
1	Relocation of water supply pipeline at km174+515		Completion of the works	1	115.923,73	115.923,73
B	**Reconstruction of sewage network at location km 174+928 and Lošinjska Street (item 26 (Variation No.28) of Engineer's Decision No.2)**					
1	Relocation of the sewer system in Lošinjska Street		Completion of the works	1	237.552,13	237.552,13
2	Construction of the sewage network at Lošinjska Street					
2-1	Procurement of pipe DN 1500, coupling, and frog cover		Completion of the works	1	616.149,80	616.149,80
2-2	Preparation Works		Completion of the works	1	447.798,98	447.798,98
2-3	Earth Work		Completion of the works	1	606.533,65	606.533,65
2-4	Breaking Trenches		Completion of the works	1	191.272,24	191.272,24
2-5	Instalation Works		Completion of the works	1	315.906,70	315.906,70
2-6	Concrete and Reinforced Concrete Works		Completion of the works	1	95.327,84	95.327,84
2-7	Other Works		Completion of the works	1	55.288,66	55.288,66
	TOTAL (USD)					**2.681.753,73**

Modernization and Reconstruction of Hungarian – Serbian Railway Connection in the Territory of the Republic of Serbia
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Annex 3

3. Superstructure Works

No.	Item	Description	Unit	Number of unit	Unit price	Total Price (USD)
A	**Transport and unloading of dismantled sleepers (item 8 (Variation No.11) of Engineer's Decision No.2)**					
1	Transport and unloading of dismantled sleepers	Secondary transport and storage of dismantled rail sleepers in Zednik railway station.	Completion of the works	1	81.856,00	81.856,00
	TOTAL (USD)					**81.856,00**

Modernization and Reconstruction of Hungarian – Serbian Railway Connection in the Territory of the Republic of Serbia
Section Novi Sad–Subotica-State Border
Annex 3

4. Other Works

No.	Item	Description	Unit	Number of unit	Unit price	Total Price (USD)
A	**Engaging Heritage protection institutes**					
1	Engagie Heritage protection Institute - Novi Sad Institute		Completion of the works	1	328.641,45	328.641,45
2	Engagie Heritage protection Institute - Vojvodina Provincial Institute		Completion of the works	1	1.239.023,67	1.239.023,67
3	Engagie Heritage protection Institute - Subotica Institute		Completion of the works	1	191.801,95	191.801,95
B	**Archaeological works in Novi sad area and Subotica area**					
1	Archaeological works in Novi sad area		Completion of the works	1	1.523.900,22	1.523.900,22
2	Archaeological works in Subotica area		Completion of the works	1	1.507.651,27	1.507.651,27
	TOTAL (USD)					**4.791.018,56**

„Инфраструктура железнице Србије“ а.д.
Број: 5/2023-497-198
Дана: 04.10.2023. године
Београд

На основу члана 16. Статута Акционарског друштва за управљање јавном железничком инфраструктуром „Инфраструктура железнице Србије“, Београд („Службени гласник РС“, бр. 60/15 и 73/15 и „Службени гласник Железнице Србије“, број 14/17), Скупштина „Инфраструктура железнице Србије“ а.д. је, на седници одржаној 04.10.2023. године, донела

О Д Л У К У

1. Прихвата се Анекс број 3. Комерцијалног уговора број: 1/2018-1950 од 07.07.2018. године о модернизацији и реконструкцији мађарско - српске железничке везе на територији Републике Србије за деоницу Нови Сад - Суботица - државна граница (Келебија), чија је вредност 28.137.000,91 долара.

2. Овлашћује се генерални директор „Инфраструктура железнице Србије“ а.д. да потпише Анекс 3. са Табелом цена из тачке 1. ове одлуке.

3. За реализацију Анекса број 3. из тачке 1. ове одлуке задужује се Сектор за инвестиције.

4. Одлука ступа на снагу даном доношења.

О б р а з л о ж е њ е

У оквиру даље реализације пројекта модернизације и реконструкције пруге Београд - Нови Сад - Суботица - државна граница (Келебија), деоница Нови Сад - Суботица - државна граница (Клебија) појавила се потреба за закључење Анекса 3. Комерцијалног уговора. Предмет Анекса 3. су накнадни радови и варијације одобрени Одлуком Инжењера број NAD-NSSB-JV CRIC-CCCC-0457 од 25.10.2022. године и Одлуком Инжењера број NAD-NSSB-JV CRIC-CCCC-1690 од 03.10.2023. године (у даљем тексту Одлуке Инжењера), које чине Прилог 1. овог Анекса 3., а које су одобрене од стране Инвеститора и Финансијера.

Уговорне стране су заједнички одредиле обим овог Анекса 3., а то су одређене ставке одобрених накнадних радова/варијација из Одлука Инжењера, и детаљно су приказане у Табели Цена овог Анекса 3. (Прилог 2). Уговорне стране су сагласне да ће се Анекс или Анекси Комерцијалног Уговора за преостале ставке из Одлука Инжењера потписати одмах након што Народна Скупштина Републике Србије одобри буџет за ове радове. Стручни надзор је извршио проверу предложених радова и услуга и са Извођачем утврдио обим и структуру истих. Извођач радова је доставио понуду за извођење свих радова и услуга Финансијеру, Инвеститору и Стручном надзору, након чега је Надзорни орган извршио детерминацију истих и донео горе наведену Одлуку Инжењера.

Плаћање за Анекс 3. биће у складу са Табелом цена овог Анекса 3.

Укупан износ овог Анекса 3. је 28.137.000,91 УСД, и обавеза је Инвеститора и Финансијера да исплате Извођачу радова.

На основу изнетог одлучено је као у диспозитиву ове одлуке.

ПРЕДСЕДНИК СКУПШТИНЕ

Проф. др Небојша Бојовић